

STATE OF LOUISIANA



REQUEST FOR PROPOSALS FOR

*Design, Development, Conduct and Evaluation of
Louisiana's Multi-Year Exercise Program*

Solicitation No.: 111PUR-110003

Proposal Opening Date: 01-18-11

Proposal Opening Time: 2:00 PM

12/06/10

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1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the *Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)* (hereinafter referred to as the State) for the purpose of:

Soliciting proposals in an effort to implement the State of Louisiana Multi-Year Exercise Plan. The awarded contractor will assist the GOHSEP Exercise Branch with research for, with the planning/development of, and with assistance in conducting necessary Homeland Security Exercise and Evaluation (HSEEP) training, a series of drills, seminars, tabletops, functional, and full-scale exercises for state and local jurisdictions, as well as assisting in the evaluation process of these exercises, as needed. The work awarded under this contract will be consistent with Louisiana's State Homeland Security Strategy and State Multi-Year Exercise Plan for the purpose of providing state and local first responders with an exercise program. The Multi Year Exercise Plan will enhance and assess the State of Louisiana's preparedness for WMD, Hurricanes, severe weather, flooding, ice storms, and other types of natural and technological hazards. Exercises should be conducted focusing on testing plans, policies, procedures, training, and equipment required to respond to a natural or accidental disaster and/or a terrorist attack utilizing weapons of mass destruction, following the Homeland Security Exercise and Evaluation Program (HSEEP) model.

1.2 Background

The 2005 hurricane season, Hurricanes Katrina and Rita, impacted Louisiana with a magnitude of damage that will take years of recovery. In 2008, Gustav and Ike charged through the state, also impacting our already bruised state. In addition to this recovery process, the State must also be prepared to respond and recover from any new disasters that may happen. We saw a whole new response and recovery process with the 2010 BP Oil Spill. The State of Louisiana has taken great strides to increase the safety of its citizens, key infrastructure, and economy. As events during the past years have shown, there is a critical need to focus on an all hazards approach for emergency preparedness, response and recovery. The State of Louisiana, in its efforts to prevent, protect, respond to, and recover from incidents affecting homeland security, whether technical or natural, has realized the need to embrace a capabilities-based approach to training and exercising.

The Homeland Security Exercise and Evaluation Program provides guidance enabling each state to have a comprehensive State Homeland Security Exercise and Evaluation Plan to implement the exercise and evaluation component of its State Homeland Security Strategy and State Assistance Plan. The State of Louisiana has established an integrated, flexible, and realistic exercise program to validate plans, update procedures, enhance training, and gain experience working with new or unique equipment. Therefore, we are moving towards the goal of conducting a series of seminars, drills, tabletop, functional, and full-scale exercises, which will be accomplished through the contract resulting from this Request for Proposal.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **2/18/2011** and to continue through **2/17/2013**. The State has the right to extend the contract for an additional 12-month period, for a maximum contract period of three years.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

*Lauren Stevens, MEP, Exercise Branch Manager
Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)
7667 Independence Blvd.
Baton Rouge, LA 70806*

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **4:00 P.M. CST** on **12/20/10**, the date specified in the Schedule of Events. The State reserves the right to modify the RFP by addendum should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by **01/05/11** at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

Only the RFP Coordinator designated in Paragraph 2.4 to this RFP has the authority to officially respond to proposers' questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

- A. **Shall, Must, or Will** - Denotes **mandatory** language; a requirement that must be met without alteration
- B. **Should, Can, or May** - Denotes desirable, **non-mandatory language**.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	12/06/2010
Deadline for receiving written inquiries	12/20/2010
Issue responses to written inquiries	01/05/2011
Deadline for receipt of proposals	01/18/2011
Oral Discussion with proposals (if applicable)	01/26/2011
Announce award of contractor selection	01/31/2011
Contract Execution	02/18/2011

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 *Minimum Qualifications of Proposer*

Proposers must meet the following minimum qualifications:

There are no minimum qualifications for the proposer.

3.2 *Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.2.1 *Right to Prohibit Award*

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 *RFP Addenda*

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 *Waiver of Administrative Informalities*

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 *Proposal Rejection/RFP Cancellation*

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 *Withdrawal of Proposal*

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 *Subcontracting Information*

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. However, they must acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted for without the express prior written approval of the State.

3.8 *Ownership of Proposal*

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

3.9 *Proprietary Information*

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety **may** be rejected without further consideration or recourse.

3.10 *Cost of Preparing Proposals*

The State is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.11 *Errors and Omissions in Proposal*

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 *Contract Award and Execution*

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State. See Attachment V.

The selected proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment V. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds (10) days or if the selected Proposer fails to sign the final contract within (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services under this RFP **must** submit a proposal containing the information specified in this section. The fully completed proposal with original signatures by an authorized representative **must** be received in hard copy (printed) version by the RFP Coordinator on or before **2:00 PM** Central Standard Time on **01/18/2011**, the specified date in the Schedule of Events. Fax or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

*Marilyn B. Cooper, Purchasing Manager
Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)
7667 Independence Blvd.
Baton Rouge, LA 70806*

For courier deliver, the street address is *same as above* and the telephone number is 225-925-7500. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requires that the proposer submit a total of one (1) complete copy of the proposal. GOHSEP recommends that each proposer submit 5 additional copies. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution or other proper authorization granting such authority **must** be submitted.

Failure to submit all information requested may result in the State requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal; however failure to submit mandatory information **shall** cause the proposal to be disqualified.

4.2 *Proposal Format*

Proposer should submit a proposal as specified in Attachment II which should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

4.3 *Cover Letter*

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 *Certification Statement*

The proposer **must** sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

The evaluation will be based only on the weighted criteria listed in this RFP.

5.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the GOHSEP, which will determine the proposal most responsive or most advantageous to the State, taking into consideration price and the evaluation factors set forth in the RFP.

5.2 *Administrative and Mandatory Screening*

All proposals will be reviewed by the Evaluation Team to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be compliant will be rejected from further consideration.

5.3 *Clarification of Proposals*

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.4 *Oral Presentations/Discussions May be Required*

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If Oral Presentations are required, scores will be worth up to 10 points which is inclusive within the Approach and Methodology Criteria. Approach and Methodology is worth a total of 30 points, 20 points for proposals and 10 points for oral presentations, if applicable.

5.5 *Evaluation and Review*

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Criteria	Maximum Score
Technical Evaluation	(worth 75 Points)
1. General Experience, Qualifications, Capabilities, and Past Performance	25
2. Approach and Methodology (30); or (20) proposals + (10) if Orals are applicable	30
3. Resumes, Proposed Staff Qualifications	20
Cost Evaluation	25
Total Score	100

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsible proposer with the highest score.

5.6 Technical Proposal Criteria Definitions

This section provides details for each of the factors listed in Section 5.5 for Technical Evaluation Criteria.

5.6.1 General Experience, Qualifications, Capabilities and Past Performance (25 points)

The proposer will be evaluated on past experience with similar projects and pertinent corporate resources. The Evaluation team will review the proposer's overview of its experience rendering services similar to those included in this RFP.

The evaluation team will then assess the proposer's description of the corporate resources, including any that would be available to support the State requirements. Such resources might include particular facilities and tools as well as available staff resources with unique qualifications and experience.

Finally, the evaluation team will evaluate the proposer's past performance qualifications and references; and will also review the past performance qualification for each subcontractor proposed.

5.6.2 Approach and Methodology (30 points)

The evaluation team will evaluate the proposer's overall approach for providing the services and satisfying the requirements of the RFP. The items that will be evaluated include:

Approach – The Proposer's approach to managing the overall project. In assessing the Management Capability, the evaluators will be looking for the following items:

- Project Organization (including identification and role of subcontractors)
- Program Manager
- Team Staffing Resources
- Support Resources
- Project Management Planning and Tracking System
- Project Reporting
- Monthly Progress/Status Reporting
- Quality Assurance
- Subcontractor Management
- Management Planning and Reporting

Methodology

- Ability to coordinate effectively between GOHSEP, federal departments and agencies, other State agencies, and local governments.
- Evidence that approach reflects sufficient knowledge and experience of Louisiana governmental, FEMA, DHS, and the DHS HSEEP Program.
- Soundness of approach to provide the required staff as needed by the State.
- Completeness in addressing the full spectrum of required staffing services in the Statement of Work.
- Evidence that the approach is informed by strong knowledge of state, local, and federal DHS compliance, and guidelines.
- Evidence that the suggested approach has been successfully used on prior similar engagements
- Flexibility and capacity to provide a range of potential, short-suspense services, including round-the-clock staffing support

5.6.3 Resumes, Proposed Staff Qualifications (20 points)

The evaluation team will assess the quality of the resumes of the staff supplied by the Proposer. If subcontractors will be used, the resumes from the subcontractors will also be reviewed.

5.7 Cost Proposal Selection Criteria (25 Points)

This section provides details for the Cost Evaluation Criteria listed in Section 5.5.

The cost evaluation will be based upon standard cost rates submitted by the proposer. Total cost shall be the sum of the cost for Operations-Based Exercise, cost for Discussion-Based Exercise, and the hourly rate for Additional Controller/Evaluator.

The proposer with the lowest total cost shall receive the highest cost score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where:

CS	=	Computed cost score for Proposer
LPC	=	Lowest proposed cost of all Proposers
PC	=	Proposer's cost

5.8 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 *Billing and Payment*

Progress payments will be made as follows:

Contractor shall provide progress reports along with request for payments to GOHSEP on an as needed basis, for the life of this agreement.

All payments will be made on a monthly basis, upon completion of tasks during that monthly timeframe.

6.3 *Confidentiality*

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of GOHSEP.

ATTACHMENT I

SCOPE OF SERVICES

The Contractor shall provide the following services:

1 Overview

It is the intent of the Exercise Branch to hire additional staff to perform duties associated with providing required exercise activities to support GOHSEP in its Exercise Program requirements. These requirements include Discussion-Based Exercises and Operations-Based Exercises. With the magnitude of some exercise requirements, it is understood that some additional workforce and materials may be needed to augment the existing and newly hired GOHSEP staff with the design, development, conducting, and evaluating of two types of exercise activities, discussion-based and operations-based. There may also be other exercise activities needing additional workforce to accomplish the desired outcome. This contractor shall provide the additional workforce and materials needed to meet the needs of GOHSEP in conducting its exercise activities for the next 2 years, subject to extension.

2 Tasks and Services

At GOHSEP's request, the Contractor shall provide the following tasks and services as appropriate for Discussion-Based or Operations-Based Exercises:

The contractor may assist with the design of and may conduct a series of exercises that conform to the Homeland Security Exercise Evaluation Program (HSEEP), and the state's Multi Year Exercise Plan. The contractor may assist in developing the exercises in such a manner that will be consistent and realistic with the demographics, population, geographical location, and local capabilities of the jurisdiction in which the exercise is conducted. The use of "cookie cutter" exercises (one for all jurisdictions) will not be permitted, specifically for Master Scenario Events List (MSEL) development. The exercise scenarios may involve "all hazards" events. All exercises shall be compliant with the Homeland Security Exercise and Evaluation Program (HSEEP) volumes.

The contractor may assist in developing appropriate exercise documents. Depending upon the type of exercise, as well as the number of players and facilitators, the document type provided to GOHSEP will vary. All PowerPoint presentations and any other exercise related documents must have prior approval from the GOHSEP Exercise Branch before the selected exercise date. If the contractor is tasked to print materials, a draft copy of any exercise related document must be provided to the GOHSEP exercise branch. All documents printed by the Contractor will be professionally printed, placed in a binder, and shipped to the GOHSEP Exercise Branch with sufficient lead-time for GOHSEP to print appropriate number of copies 30 working days in advance of the scheduled exercise. If the contractor is not tasked to print the materials, the contractor will send one master document to the GOHSEP exercise branch 30 workdays in advance of the scheduled exercise so that GOHSEP can make copies. In addition to printed documents, the contractor will supply GOHSEP with a Microsoft formatted copy (using a current version of the software) of the materials on a CD to be used for archive purposes. Formats such as Word, Excel, and PowerPoint shall be acceptable. All exercise materials will be sent to GOHSEP exercise branch in both Adobe and/or Microsoft Word documents, if applicable.

The contractor may assist in conducting a series of planning conferences in the development of the exercise(s) as well as exercise related documents. The contractor may assist in development and conduct of controller, facilitator, simulator, and evaluator training one day prior to the exercise. A player brief shall be developed and conducted the day of the exercise.

The contractor may assist in the development of meeting minutes for each of the meetings that take place and provide a copy to the GOHSEP Exercise Branch Manager within (5) working days of each meeting. The Contractor may assist in establishing an exercise timeline and schedule which will ensure all jurisdictions are prepared to participate in exercise applicable to their respective parishes/regions. The contractor may assist in documenting the public participation in the exercise development by issuing minutes of all meetings and a roster of participants.

3 Deliverables

In addition to the Tasks and Services listed above, the following may be completed, when applicable, under the direction of GOHSEP:

- A. Organize Resources – The contractor may assist in coordinating the initial meeting for all interested participants in the development of the exercise. GOHSEP will provide the contractor with the list of proposed participants to include, but not be limited to, the following:
 - 1). Governor’s Office of Homeland Security and Emergency Preparedness.
 - 2). Parish Homeland Security & Emergency Preparedness Director
 - 3). State Agencies
 - 4). Bomb Squad/Special Weapons and Tactics
 - 5). Emergency Medical Services
 - 6). Federal Bureau of Investigation
 - 7). Hospital Representatives
 - 8). Fire Service
 - 9). Jurisdictional Government
 - 10). Jurisdictional Law Enforcement
 - 11). Private Industry
 - 12) Public Information
 - 13) Public Works
 - 14) Louisiana National Guard
 - 15) Louisiana State Police
 - 16) U.S. Coast Guard
 - 17) Volunteer Organizations

- B. Establish an Exercise Planning Team – The contractor may assist in identifying individuals who, because of their fields of expertise or other factors, will serve as the planning team steering committee. The planning team steering committee will serve as the primary working group for the exercise design, coordination, and execution. This committee must consist of personnel from participating parishes and or agencies.
- C. Organize and Conduct Exercise Planning Meetings – The contractor may assist in scheduling, organizing, moderating, and performing all other required arrangements to conduct the necessary planning meetings. These include a Concept Development Meeting (begins the exercise planning process), Initial Planning Conference, Midterm Planning Conference and Final Planning Conference. The contractor, when applicable, will provide qualified staff to serve as facilitators, controllers, and simulators to conduct the exercises in each of the jurisdictions, as needed. There will also be a representative(s) from the contractor that, along with the jurisdictions exercise coordinator, may serve as the Exercise Director (s), as needed.
 - (1). For a tabletop exercise, a minimum of five (5) facilitators may be provided by the contractor or one (1) per functional area/table grouping and one (1) lead facilitator.
 - (2) For a functional exercise, a minimum of 7-10 staff from the contractor may be required to fill controller, simulator and support staff roles, as needed.
 - (3) For a full-scale exercise, a minimum of 10-15 staff from the contractor may be required to fill controller, simulator and support staff roles, as needed.

The contractor may be required to provide staff to collect required information from each exercise in order to develop a written After Action Report (AAR). If selected to do so, the contractor will assist in development of AAR. The AAR must be submitted to the GOHSEP Exercise Branch for review NLT 30 days after the conclusion of the exercise. Should the exercise result in the need for a Corrective Action Plan (CAP), the development of the CAP will be the responsibility of the contractor. The CAP must be forwarded to the GOHSEP Exercise Branch NLT 60 days after the conclusion of the exercise. Number of copies will vary and will be based on the number of participating agencies.

- D. Develop an Exercise Evaluation Plan – The contractor may assist in developing an evaluation plan which provides the evaluation staff with guidance and instructions on the evaluation or observation methodology to be used, and materials required in executing their specific functions. In addition, contractor may assist in providing training to evaluators of these exercises using Exercise Evaluation Guides contained in Volume II of Homeland Security Exercise and Evaluation Program.
- E. Develop a Controller and Evaluator Handbook – The contractor may assist in developing a handbook which supplements the detailed information about the exercise scenario and the duties and responsibilities of the exercise controllers and evaluators.

- F. Assist in performing a “hot wash” or after action review between players and members of the control and evaluation team to discuss key issues and findings used to prepare the After Action Report.
- G. Assist in providing an After Action Report comparing the actual results of the response with the intended outcome. Report should reflect the type and size of the exercise, the exercise scenario, player activities, preliminary observations, major issues, and recommendations for improvements, and a corrective action plan.

4 *Functional Requirements*

- A. When requested by GOHSEP, the contractor shall assist with time and materials in developing and conducting a series of all-hazards seminars, tabletop, functional, and full-scale exercises, for the Governor’s Office of Homeland Security and Emergency Preparedness. These exercises must attempt to validate plans, update procedures, enhance training, gain experience working with new or unique equipment, and improve coordination and working relationships with responders from local, State, and Federal agencies.
- B. These exercises must demonstrate that state and local personnel have a comprehensive and regional approach to prevent and respond to new threats to public safety from terrorism involving the use of chemical, biological, radiological, nuclear, and explosive weapons.
- C. These exercises must incorporate all the required elements of the exercise planning process, including but not limited to Concept Development, Exercise Purpose and Objectives, Initial Planning Conference, Master Scenario Events List Conference, Midterm Planning Conference, Final Planning Conference, Conducting the exercise, After Action Reports, and Corrective Action Plans.
- D. When the services of the contractor are needed, the contractor will be contacted by the GOHSEP Exercise Branch Manager via telephone to discuss the nature of the task to be conducted. After that conversation, a detailed written task order will be sent from contractor with the task requirements, time constraints, and a listing of deliverables. The GOHSEP Exercise Project Officer will then sign and approve the task order, as a notice to proceed. Upon the completion of the task, the contractor will submit an invoice to GOHSEP for services rendered and the materials that are delivered. The rates that are invoiced shall be those rates identified in the Contractor’s proposal.

5 *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT

6 *Project Requirements*

State shall appoint a Project Coordinator who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of the Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor’s performance under the Contract.

ATTACHMENT II

PROPOSAL INFORMATION

The proposer should provide the information in the format outlined below:

1. *Executive Summary*

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. *Corporate Background and Experience*

The proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statements, preferably audited.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

3. *Proposed Project Staff*

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project. If a subcontractor will be used, proposer should clearly identify any subcontractor arrangements and should provide information about the qualifications and experience of any key personnel contractor expects to use from the subcontractor.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

A minimum of two customer references (name, title, company name, address and telephone number) should be provided for each resume. The references should be linked to projects discussed in the individual resume.

ATTACHMENT II

PROPOSAL INFORMATION – Continued

4. *Approach and Methodology*

- Proposer’s understanding of the nature of the project and how their proposal will best meet the needs of the state agency.
- Proposer should define their functional approach in providing the services.
- Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing

5. *Cost Information*

- The proposal shall include prices for all items listed in Attachment IV. This Attachment includes a cost breakdown by activity associated with discussion-based and operations-based exercises for labor categories, hourly rates billable hours to be worked, and cost for all exercise related materials to be produced. These costs shall be inclusive of all costs associated with providing services described in this RFP
- For information purposes, provide an estimated percentage of the effort that will be completed by a subcontractor.

ATTACHMENT III

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: _____ () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

The information contained in its response to this RFP is accurate;

Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Proposer's quote is valid for at least 90 days from the date of proposal's signature below;

Proposer understands that if selected as the successful Proposer, he/she will have 10_____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)

Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV

COST SHEET

Louisiana RFP – Comprehensive Exercise Program

Discussion Based Exercises Planning and Conduct									
Phase	Activity	Associated Materials	Labor CAT	Labor Rate	# of Hours	Total Labor	ODCs	Travel (Per Diem) and Lodging	Total Cost
Initial Planning Conference (IPC)	Develop IPC Materials	IPC Presentation Agenda Sign-In Sheets Invitations Read-Ahead Packet Participating Agency List							
	Send IPC Invitations and Read Ahead Packet to EPT	Invitations Read-Ahead Packet							
	Finalize IPC Materials	IPC Presentation Agenda Sign-in sheets							
	Conduct IPC	IPC Presentation Agenda Sign-in sheets							
	Prepare and provide IPC Minutes to EPT	IPC Minutes							
Final Planning Conference (FPC)	Develop DRAFT SitMan	DRAFT SitMan							
	Finalize FPC Materials	FPC Presentation Agenda Sign-in sheets DRAFT SitMan							
	Conduct FPC	FPC Presentation Agenda Sign-in sheets DRAFT SitMan							
	Prepare and provide FPC Minutes to EPT	FPC Minutes							
Exercise Conduct	Finalize SitMan and exercise presentation	SitMan Presentation							
	Setup facility and review presentation	Presentation Room layout							
	Conduct Exercise	All exercise documents Sign-in sheets Badges							
	Conduct HotWash/Debrief	Participant Feedback Forms							
After-Action Report / Improvement Plan (AAR-IP)	Develop DRAFT AAR-IP	HotWash Minutes Participant Feedback Forms DRAFT AAR/IP							
	Send DRAFT AAR-IP to sponsor agency and EPT	DRAFT AAR/IP							
	Conduct AAR Conference	Presentation Agenda Sign-in sheets DRAFT AAR/IP							
	Finalize AAR-IP and distribute to sponsor agency and EPT	FINAL AAR/IP							
	Enter Improvement Actions to the HSEEP CAP System	FINAL AAR/IP							

Total Cost for Discussion-based Exercise: \$ _____

Operations Based Exercises Planning and Conduct

Phase	Activity	Associated Materials	Labor CAT	Labor Rate	# of Hours	Total Labor	ODCs	Travel (Per Diem) and Lodging	Total Cost
Initial Planning Conference (IPC)	Develop IPC Materials	IPC Presentation Agenda Sign-In Sheets Invitations Read-Ahead Packet Participating Agency List							
	Send IPC Invitations and Read Ahead Packet to EPT	Invitations Read-Ahead Packet							
	Finalize IPC Materials	IPC Presentation Agenda Sign-in sheets							
	Conduct IPC	IPC Presentation Agenda Sign-in sheets							
	Prepare and provide IPC Minutes to EPT	IPC Minutes							
Mid-term Planning Conference (MPC)	Develop DRAFT SitMan	DRAFT SitMan							
	Finalize MPC Materials	MPC Presentation Agenda Sign-in sheets DRAFT SitMan							
	Conduct MPC	MPC Presentation Agenda Sign-in sheets DRAFT SitMan							
	MSEL Development	Prepare Final MESL							
	Prepare and provide MPC Minutes to EPT	MPC Minutes							
	Develop DRAFT SitMan	DRAFT SitMan							
Final Planning Conference (FPC)	Finalize FPC Materials	FPC Presentation Agenda Sign-in sheets DRAFT SitMan							
	Finalize SitMan and exercise presentation	SitMan Presentation							
Exercise Conduct	Setup facility and review presentation	Presentation Room layout							
	Conduct Exercise	All exercise documents Sign-in sheets Badges							
	Conduct HotWash/Debrief	Participant Feedback Forms							
After-Action Report / Improvement Plan (AAR-IP)	Send DRAFT AAR-IP to sponsor agency and EPT	DRAFT AAR/IP							
	Conduct AAR Conference	Presentation Agenda Sign-in sheets DRAFT AAR/IP							
	Finalize AAR-IP and distribute to sponsor agency and EPT	FINAL AAR/IP							
	Enter Improvement Actions to the HSEEP CAP System	FINAL AAR/IP							

Total Cost for Operations-based Exercise _\$_____

GOHSEP may wish to contract for additional Controller/Evaluators to assist with exercise activities. Provide in the space below the cost per hour for these services and travel cost (travel cost should assume one over night lodging and associated meals). **All travel will be reimbursed in accordance with the State of Louisiana’s Travel Regulations Policy and Procedure No. 49 (PPM 49).**

ADDITIONAL Cost for additional Controller/Evaluator	Hourly Rate _____	Travel Cost _____
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NOTES for Chart:

Phases are divided into the Initial Planning Conference (IPC), Mid Planning Conference (MPC), Final Planning Conference (FPC), Exercise Conduct and After-Action Report/Improvement Planning (AAR/IP)

Activities are the associated tasks to complete the IPC, FPC, MPC, TTX and AAR-IP

Associated Materials are the minimum materials/documents required to perform the tasks

Labor Category will be priced by activity which includes the staff that is responsible for completing the phases, activities and associated materials (Examples: Program Manager, Project Manager, Emergency Management Exercise Analyst, Subject Matter Expert, Controller/Evaluator., etc.)

Labor Rate is the hourly rate for the Labor Category and will be priced by activity

Number of Hours will be priced by activity

Other Direct Costs (ODCs) will be priced by activity (i.e., copies, badges, table signs, notebooks, posters and shipping)

Total Cost will be priced by “Activity” that is inclusive of Activity, Associated Materials, ODCs and Travel

All travel expenses will be reimbursed in accordance with the State’s travel regulations, Policy and Procedure 49.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

FILE NO: _____
(or solicitation #)



GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

CONTRACT

Be it known, that on this *(Date)* day of *(month)*, 20 *(year)*, the *(Agency Name)* (hereinafter sometimes referred to as "State") and *(Contractor's name and legal address including Zip code)* (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish the following services:

- 1.1 **Purpose:** *(what the contract, project, or grant will do for whom the contract will do it)*
- 1.2 **Goal:** *(Establish direction and destination. Describe the general and results toward which effort is directed.)*
- 1.3 **Objective:** *(Use the SMART process – Specific, Measurable targets, Aggressive but Attainable, Result- oriented, Time bound)*
- 1.4 **Deliverables:** *(Description of work, services and schedules provided by contractor)*
- 1.5 **Performance Measures:** *(Describe tools to be used to measure performance of contractor)*
- 1.6 **Monitoring Plan:** *(Who will monitor performance? How and with what frequency will performance be monitored? How will performance progress be reported? How will performance data be validated or audited to ensure accuracy?)*
- 1.7 **Substitution of Key Personnel**

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 Term of Contract

This Contract is effective upon OCR approval and shall begin on *(beginning date)* and shall terminate on *(ending date)*. *(Optional):* State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

2.2 State Furnished Resources

State shall appoint a Project Coordinator for this Contract identified in Section 1.6 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 Taxes

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of (*Name of authorized person*).

If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments are scheduled as follows:

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables, and as approved by the Project Manager. State will make every reasonable effort to make payments within 30 workdays of the approval of invoice and under a valid contract. Payment will be made only on approval of the Project Manager at GOHSEP.

4.0 TERMINATION

4.1 Termination For Cause

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

4.2 Termination for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 Termination for Non-Appropriation of Funds

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524 - 1526.

7.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

9.0 RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

11.0 CONFIDENTIALITY OF DATA

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14.0 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15.0 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17.0 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

18.0 CONFLICT OF INTEREST

The Contractor agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further agrees that in the performance of this contract, no person having any such interest shall be employed.

19.0 OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

ATTACHMENT V

CONSULTING SERVICES CONTRACT

20.0 DAMAGES

Contractor agrees to have staff available as per the Scope of Services (Attachment I) requirements section of this document. If contractor does not provide requested staff as indicated in the Scope of Services, damages will be accorded to GOHSEP in an amount at, or about, equal to the projected cost for these contractor services had the requested Exercise staff arrived as requested, timely, and began work for GOHSEP, as per the original Project Manager request.

21.0 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22.0 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal

ATTACHMENT V

CONSULTING SERVICES CONTRACT

THUS DONE AND SIGNED on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

Print Name: _____

Print Name: _____

CONTRACTOR'S NAME

By: _____

Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

Print Name: _____

Print Name: _____

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS OF THE STATE OF
LOUISIANA:

By: _____

Title: _____